MONTANA LEGISLATIVE HISTORY

Chapter 582 1993

Bill H _____ S 15 Original bill & history ✓ C

H. Committee on Judiciary			S. Committee on Labor + Emp. Rel		
Hearing Date(s)	2-11	✓ C	Hearing Date(s)	1-5	✓ C
	3-11	✓ C		1-26	✓ C
	_____	___ C		_____	___ C
Free Conf	4-15	✓ C		_____	___ C
Date Out	_____	___ C			

Did this bill originate in an interim committee? ___ Yes ___ No

Committee _____ Report _____

	RETURNED TO SENATE WITH AMENDMENTS		
1/29	MOTION TO CONCUR WITH AMENDMENTS ON 2ND READING FAILED	20	27
1/29	2ND READING AMENDMENTS NOT CONCURRED	35	12
3/05	FREE CONFERENCE COMMITTEE APPOINTED		
3/25	FREE CONFERENCE COMMITTEE REPORT NO. 1		
3/27	2ND READING FREE CONFERENCE COMMITTEE REPORT NO. 1 ADOPTED	47	0
3/29	3RD READING FREE CONFERENCE COMMITTEE REPORT NO. 1 ADOPTED	45	3
4/20	RECONSIDERED PREVIOUS ACTION TO ADOPT FREE CONFERENCE COMMITTEE REPORT	47	0
4/20	FREE CONFERENCE COMMITTEE DISSOLVED		
	HOUSE		
3/18	FREE CONFERENCE COMMITTEE APPOINTED		
3/25	FREE CONFERENCE COMMITTEE REPORT NO. 1		
4/20	FREE CONFERENCE COMMITTEE DISSOLVED		
	SENATE		
4/20	FREE CONFERENCE COMMITTEE APPOINTED		
4/21	FREE CONFERENCE COMMITTEE REPORT NO. 2		
4/22	2ND READING FREE CONFERENCE COMMITTEE REPORT NO. 2 ADOPTED	38	6
4/22	3RD READING FREE CONFERENCE COMMITTEE REPORT NO. 2 ADOPTED	44	4
	HOUSE		
4/20	FREE CONFERENCE COMMITTEE APPOINTED		
4/21	FREE CONFERENCE COMMITTEE REPORT NO. 2		
4/22	2ND READING FREE CONFERENCE COMMITTEE REPORT NO. 2 ADOPTED	85	12
4/22	3RD READING FREE CONFERENCE COMMITTEE REPORT NO. 2 ADOPTED	89	10
4/28	SIGNED BY PRESIDENT		
4/28	SIGNED BY SPEAKER		
4/28	TRANSMITTED TO GOVERNOR		
5/03	SIGNED BY GOVERNOR CHAPTER NUMBER 600 EFFECTIVE DATE: 10/01/93		

SB 15 INTRODUCED BY BLAYLOCK

REQUIRE MANDATORY GRIEVANCE PROCEDURE IN SCHOOL COLLECTIVE BARGAINING AGREEMENTS

12/23	INTRODUCED		
12/23	REFERRED TO LABOR & EMPLOYMENT RELATIONS		
1/04	FIRST READING		
1/05	HEARING		
1/27	COMMITTEE REPORT—BILL PASSED AS AMENDED		
1/28	2ND READING PASSED	31	13
1/29	3RD READING PASSED	30	17
	TRANSMITTED TO HOUSE		
1/30	FIRST READING		
1/30	REFERRED TO JUDICIARY		
2/11	HEARING		
3/15	COMMITTEE REPORT—BILL CONCURRED AS AMENDED		
3/29	2ND READING CONCURRED AS AMENDED	61	39
3/31	3RD READING CONCURRED	60	38
	RETURNED TO SENATE WITH AMENDMENTS		
4/03	2ND READING AMENDMENTS NOT CONCURRED	37	10

4/06	CONFERENCE COMMITTEE APPOINTED		
4/16	CONFERENCE COMMITTEE DISSOLVED		
4/16	FREE CONFERENCE COMMITTEE APPOINTED		
4/17	FREE CONFERENCE COMMITTEE REPORT NO. 1		
4/19	2ND READING FREE CONFERENCE COMMITTEE REPORT NO. 1 ADOPTED	49	0
4/20	3RD READING FREE CONFERENCE COMMITTEE REPORT NO. 1 ADOPTED	47	0
	HOUSE		
4/07	CONFERENCE COMMITTEE APPOINTED		
4/16	CONFERENCE COMMITTEE DISSOLVED		
4/16	FREE CONFERENCE COMMITTEE APPOINTED		
4/19	FREE CONFERENCE COMMITTEE REPORT NO. 1		
4/20	2ND READING FREE CONFERENCE COMMITTEE REPORT NO. 1 ADOPTED	78	21
4/20	3RD READING FREE CONFERENCE COMMITTEE REPORT NO. 1 ADOPTED	76	21
4/23	SIGNED BY PRESIDENT		
4/23	SIGNED BY SPEAKER		
4/23	TRANSMITTED TO GOVERNOR		
4/28	SIGNED BY GOVERNOR CHAPTER NUMBER 582 EFFECTIVE DATE: 04/28/93		

SB 16 INTRODUCED BY KENNEDY

REQUIRE INTEREST ON RESERVE ACCOUNTS ON LOANS FOR FAMILY RESIDENCES

12/23	INTRODUCED		
12/23	REFERRED TO BUSINESS & INDUSTRY		
1/04	FIRST READING		
1/07	TABLED IN COMMITTEE		

SB 17 INTRODUCED BY KENNEDY

ALLOW COMPANION OF DISABLED HUNTER TO KILL WOUNDED GAME ANIMAL

12/23	INTRODUCED		
12/23	REFERRED TO FISH & GAME		
1/04	FIRST READING		
1/05	HEARING		
1/15	COMMITTEE REPORT—BILL PASSED AS AMENDED		
1/16	2ND READING PASSED	47	0
1/18	3RD READING PASSED	48	0
	TRANSMITTED TO HOUSE		
1/19	FIRST READING		
1/19	REFERRED TO FISH & GAME		
1/28	HEARING		
1/30	COMMITTEE REPORT—BILL CONCURRED		
2/04	2ND READING CONCURRED	98	1
2/06	3RD READING CONCURRED	95	0
	RETURNED TO SENATE		
2/11	SIGNED BY PRESIDENT		
2/14	SIGNED BY SPEAKER		
2/15	TRANSMITTED TO GOVERNOR		
2/18	SIGNED BY GOVERNOR CHAPTER NUMBER 49 EFFECTIVE DATE: 02/18/93		

SENATE BILL NO. 15

INTRODUCED BY BLAYLOCK

A BILL FOR AN ACT ENTITLED: "AN ACT REQUIRING MANDATORY GRIEVANCE PROCEDURES IN COLLECTIVE BARGAINING AGREEMENTS; AMENDING SECTION 39-31-306, MCA; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE AND AN APPLICABILITY DATE."

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

Section 1. Section 39-31-306, MCA, is amended to read:

"39-31-306. Collective bargaining agreements. (1) Any An agreement reached by the public employer and the exclusive representative shall must be reduced to writing and shall must be executed by both parties.

(2) An agreement may must contain a grievance procedure culminating in final and binding arbitration of unresolved grievances and disputed interpretations of agreements.

(3) An agreement between the public employer and a labor organization shall must be valid and enforced under its terms when entered into in accordance with the provisions of this chapter and signed by the chief executive officer of the state or political subdivision or commissioner of higher education or his by a representative. A publication of the agreement is not required to make it effective.

(4) The procedure for the making of an agreement between the state or political subdivision and a labor organization provided by this chapter is the exclusive method of making a valid agreement for public employees represented by a labor organization."

NEW SECTION. **Section 2.** **Effective date -- applicability.** [This act] is effective on passage and approval and applies to agreements entered into on or after [the effective date of this act].

-End-

SB 15
INTRODUCED BILL

SENATE BILLS STATUS SHEET

SENATE LABOR & EMPLOYMENT RELATIONS COMMITTEE

BILL NUMBER	ENTERED COMMITTEE	CONSIDERED	OUT OF COMMITTEE	DP DO PASS	DNP DO NOT PASS	DPAA DO PASS AS AMENDED	DNPAA DO NOT PASS AS AMENDED
SB 15	1/9/93	1/26/93	1/26/93			1/26/93	
SB 33	1/4/93	1/5/93	1/19/93			1/19/93	
SB 62	1/4/93	1/14/93	TABLED				
SB 91	1/7/93	1/26/93	1/26/93			1/26/93	
SB 116	1/11/93	1/14/93	1/19/93	1/19/93			
SB 160	1/15/93	1/26/93	1/26/93			1/26/93	
SB 163	1/15/93	1/28/93	2/11/93			2/11/93	
SB 164	1/15/93	1/28/94	2/4/93			2/4/93	
SB 184	1/18/93	1/26/93	2/2/93			2/2/93	
SB 207	1/19/93	2/2/93	2/2/93			2/2/93	
SB 212	1/20/93	2/13/93	2/13/93		2/13/93		
SB 223	1/20/93	2/4/93	2/9/93			2/9/93	
SB 256	1/26/93	2/9/93	2/9/93			2/9/93	

MINUTES

MONTANA SENATE
53rd LEGISLATURE - REGULAR SESSION

COMMITTEE ON LABOR & EMPLOYMENT RELATIONS

Call to Order: By Senator Towe, on January 5, 1993, at 1:08 P.M.

ROLL CALL

Members Present:

Sen. Tom Towe, Chair (D)
Sen. Bill Wilson, Vice Chair (D)
Sen. Gary Aklestad (R)
Sen. Chet Blaylock (D)
Sen. Jim Burnett (R)
Sen. Tom Keating (R)
Sen. J.D. Lynch (D)

Members Excused: None

Members Absent: None

Staff Present: Eddye McClure, Legislative Council
Patricia Brooke, Committee Secretary

Please Note: These are summary minutes. Testimony and discussion are paraphrased and condensed.

Committee Business Summary:

Hearing: SB 15, SB 33
Executive Action: None

HEARING ON SB 15

Opening Statement by Sponsor:

SENATOR BLAYLOCK introduced the bill and explained what it does. He stated that this bill affects only public contracts and that the majority of school districts have this already. The problem exists in the smaller school districts where a grievance procedure is not in place.

Proponents' Testimony:

Phil Campbell, Montana Education Association, stated that this bill will not be a change for most school districts and that it allows for a grievance procedure in all public school contracts which ends in final and binding arbitration. The schools that do not follow the grievance procedure sometimes require court

proceedings and cost thousands of dollars to the taxpayers and school districts. He noted that all state contracts have a grievance procedure already. He stated that part of the problem is that most schools include a grievance procedure but the ones who don't often require court proceedings. Campbell stated that with a grievance procedure that ends in final and binding arbitration the parties enter into a contract and with the third party an arbitrator, rather than the court, local control would be ensured. He argued that local control does not happen in court proceedings that take up much time.

Terry Minow, Montana Fed of Teachers/State Employees, stated that final arbitration works and that she would like it extended to all public employees.

Tom Schneider, Montana Public Employees Association, Spoke in favor of the bill.

Tom Foley, MT Council #9, spoke in favor of the bill.

Darrell Holzer, Montana State AFL-CIO, stated that the AFL-CIO is in support of this bill.

Opponents' Testimony:

Bruce Moerer, Montana School Board Association, stated that they feel "binding arbitration should be negotiated locally and if they agree to binding arbitration locally it should be included in the contract, it should not be mandated by the state. School trustees are charged by the constitution with supervision and control of their local schools. The term local control is not some sort of figment of the imagination or some sort of catch word but it is found in the constitution and if the legislature changes this it would turn over the resolution of these disputes to an outside third party. Most trustees feel more comfortable that the dispute is resolved by the court rather than some outside third party." Moerer went on to say that many of the smaller school districts have worked hard to keep the grievance procedure out of the contracts. Any change now would change the nature of the collective bargaining process and the legislature would change the relative bargaining strengths of either side.

Don Waldron, Montana Rural Education Association, stated that if binding arbitration is working it will filter down to other schools.

Lauren Frazier, School Administrators, stated that binding arbitration is a local option and should remain that way.

Informational Testimony:

None

Questions From Committee Members and Responses:

SENATOR AKLESTAD asked SENATOR BLAYLOCK to clarify the difference between final arbitration and the grievance procedure and which does the bill address. SENATOR TOWE said that the bill seems limited to the grievance procedure and does not cover matters after the contract expires. PHIL CAMPBELL, Montana Education Association, confirmed that this was intended. SENATOR KEATING asked for the definition of grievance procedure. EDDYE MC CLURE clarified the term for the committee. SENATOR TOWE stated that the grievance procedure covers any dispute in the contract. SENATOR KEATING asked PHIL CAMPBELL for clarification of how an arbitrator is taken to court. PHIL CAMPBELL stated that an arbitration award is only taken to court over procedure, not because you disagree with the final decision.

Closing by Sponsor:

SENATOR BLAYLOCK stated that he has been close to a strike and he sees need for a grievance procedure in contracts. He is not confident it can filter over to smaller school districts and he closed by urging favorable consideration.

HEARING ON SB 33

Opening Statement by Sponsor:

SENATOR DOHERTY opened by stating that this bill provides that there be no charge to employers for unemployment compensation that is a result of required military service. This bill is a result of Desert Storm. Employers were called to duty, employees were laid off and requested unemployment compensation, and, as a result, the employer was charged.

Proponents' Testimony:

David Johnson, explained his personal situation when called to duty for Desert Storm where his employees were put on reduced time. He was charged unemployment compensation and explained to the committee the legal appeal process he went through to try to challenge the charge. He asked for support of the bill.

Hal Manson, American Legion, stated that America depends upon reserves, many of whom are professionals. Unemployment compensation is important but when higher premiums are not caused by the employer than the employer's rate should not be increased. He stated that this bill would not jeopardize the existing unemployment fund at all. Relief could not be given for charges caused by Desert Storm because the law would not allow it.

DATE January 05 93

SENATE COMMITTEE ON SB-33 + SB15 Labor and Empls

BILLS BEING HEARD TODAY: _____

Name	Representing	Bill No.	Check One: Support	Check One: Oppose
Hal Manson	American Legion	SB33	✓	
Dick Bamberger	DAV	"	✓	
[illegible] Madison	Reserve Officers Assn	SB 33	✓	
[illegible] Schneider	MPEA	SB15	✓	
Phil Campbell	MEA	SB15	✓	
Bruce W. Moerer	MSBA			X
George Poston	United Veterans Com.	SB. 33	✓	
Don Waldron	MREA	SD 15		✓
Darrell Holzer	MT. ST. AFL-CIO	SB15	✓	
Tony G. Foley	MT Council #9	SB 15	✓	
Loren Frazier	S A M			✓
Robert Allen	Supt Wes Tech	SB15		✓
Terry Minow	MT Fed of State Teachers / Employees	SB 15	✓	
David Wanzenried	self	SB 33	✓	

VISITOR REGISTER

PLEASE LEAVE PREPARED STATEMENT WITH COMMITTEE SECRETARY

F10

MINUTES

MONTANA SENATE
53rd LEGISLATURE - REGULAR SESSION

COMMITTEE ON LABOR & EMPLOYMENT RELATIONS

Call to Order: By Chair Tom Towe, on January 26, 1993, at 1:00 P.M.

ROLL CALL

Members Present:
Sen. Tom Towe, Chair (D)
Sen. Bill Wilson, Vice Chair (D)
Sen. Gary Aklestad (R)
Sen. Chet Blaylock (D)
Sen. Jim Burnett (R)
Sen. Tom Keating (R)
Sen. J.D. Lynch (D)

Members Excused: None

Members Absent: None

Staff Present: Eddye McClure, Legislative Council
Patricia Brooke, Committee Secretary

Please Note: These are summary minutes. Testimony and discussion are paraphrased and condensed.

Committee Business Summary:
Hearing: SB 184
Executive Action: SB 160, SB 15, SB 91

HEARING ON SB 184

Opening Statement by Sponsor:
Senator Blaylock, Senate District 43, opened the hearing by stating SB 184 is a Department of Labor and Industry bill intended to conform state statutes with federal statutes to prevent the loss of administrative funding and federal unemployment tax credits for employers. SB 184 will clarify several provisions of the state statutes and streamline the administration of the unemployment insurance program in Montana.

Proponents' Testimony:
Bob Jenson, Administrator-Unemployment Insurance Division, explained SB 184 clarifies the unemployment insurance program(Exhibit #1). Mr. Jenson proposed an amendment to strike section 3309b, line 20, on page 9 because the section addresses

Burnett and Lynch voting no.

Discussion: Sen. Towe explained a need to amend page 18, section 6, line 9. If somebody has received an overpayment of compensation benefits and then becomes unemployed, this gives them the right to an offset so they take the unemployment entitlement until the payment is repaid. Sen. Towe feels the system is open to abuse and the unemployed person receives nothing because he is making repayments. It was suggested to give the Department of Labor legal authority to collect the overpayment not to exceed 50% of any one payment. Sen. Towe asked the Department of Labor to report back to the Committee on this issue.

EXECUTIVE ACTION ON SB 160

Discussion: Eddye McClure presented the proposed amendments(Exhibit #3). She clarified the intent of the amendments to SB 160 is to exhaust the grievance procedure in 120 days at which point the employee or employer can file a civil suit. She also explained the other amendments. Senator Rye stated his approval of the amendments.

Motion/Vote: Sen. Keating moved to adopt the amendments. The motion to amend SB 160 CARRIED UNANIMOUSLY.

Motion: Sen. Lynch moved SB 160 DO PASS AS AMENDED.

Vote: The motion CARRIED UNANIMOUSLY.

EXECUTIVE ACTION ON SB 15

Motion: Sen. Lynch moved to AMEND SB 15 (Exhibit #4).

Vote: The motion to amend SB 15 CARRIED with Senators Aklestad and Burnett voting against them.

Motion: Sen. Blaylock moved SB 15 DO PASS AS AMENDED.

Discussion: Sen. Aklestad spoke against SB 15. He argued complete authority is taken away from school boards with SB 15. He questioned the validity of mandating binding arbitration by statute. Sen. Towe questioned why the school parties should be forced to go to court when binding arbitration will work. Sen. Towe stated binding arbitration is an excellent way to handle the disputes between school parties and almost always cheaper. Sen. Keating stated SB 15 interjects the state into the collective bargaining procedure and he does not think the state should be there. Phil Campbell stated schools have no where to go on a breach of contract and it is necessary to find a solution, preferably in legislation rather than the court system.

Vote: The Committee voted in favor of SB 15 DO PASS AS AMENDED with Senators Aklestad, Keating, and Burnett voting no.

EXECUTIVE ACTION ON SB 91

Motion: Sen. Lynch moved SB 91 DO PASS AS AMENDED.

Discussion: Sen. Towe stated the intent of SB 91 is to allow total temporary benefits to inmates at pre-release centers.

Vote: The Committee voted SB 91 DO PASS AS AMENDED with Senators Aklestad and Keating voting against.

ADJOURNMENT

Adjournment: 2:20 P.M.

Thomas E. Towe

SEN. TOM TOWE, Chair

Patricia Brooke

PATRICIA BROOKE, Secretary

TET/pmb

ROLL CALL

SENATE COMMITTEE LABOR DATE 1/26/93

NAME	PRESENT	ABSENT	EXCUSED
Senator Aklestad	X		
Senator Keating	X		
Senator Blaylock	X		
Senator Lynch	X		
Senator Burnett	X		
Senator Wilson	X		
Senator Towe	X		

FC08

Attach to each day's minutes

SENATE STANDING COMMITTEE REPORT

January 27, 1993

MR. PRESIDENT:
We, your committee on Labor and Employment Relations having had under consideration Senate Bill No. 15 (first reading copy -- white), respectfully report that Senate Bill No. 15 be amended as follows and as so amended do pass.

Signed: Thomas E. Towe
Senator Thomas E. "Tom" Towe, Chair

That such amendments read:

1. Title, line 5.
Following: "IN"
Insert: "SCHOOL"

2. Page 1, line 15.
Following: "(2)"
Strike: "An"
Insert: "Except as provided in subsection (5), an"
Following: "~~may~~"
Strike: "must"
Insert: "may"

3. Page 2, line 6.
Following: line 5
Insert: "(5) An agreement to which a school is a party must contain a grievance procedure culminating in final and binding arbitration of unresolved and disputed interpretations of agreements."

-END-

Amd. Coord.
Sec. of Senate

ROLL CALL VOTE

SENATE COMMITTEE Labor BILL NO. SB 15

DATE 1/26/93 TIME 1:55 A.M. (P.M.)

NAME	YES	NO
Sen. Aklestad		X
Sen. Keating	X	
Sen. Blaylock	X	
Sen Lynch	X	
Sen. Burnett		X
Sen. Wilson	X	
Sen. Towe	X	

Patricia Brooke
SECRETARY

Sen. Tom Towe
CHAIR

MOTION: By Sen. Lynch that SB 15 BE AMENDED.

F09

ROLL CALL VOTE

SENATE COMMITTEE Labor BILL NO. SB 15

DATE 1/26/93 TIME 2:10 A.M. (P.M.)

NAME	YES	NO
Sen. Aklestad		X
Sen. Keating		X
Sen. Blaylock	X	
Sen Lynch	X	
Sen. Burnett		X
Sen. Wilson	X	
Sen. Towe	X	

Patricia Brooke
SECRETARY

Sen. Tom Towe
CHAIR

MOTION: By Sen. Blaylock that SB 15 DO PASS AS AMENDED.

Enc

SENATE LABOR & EMPLOYMENT
EXHIBIT NO. 4
DATE 1/26/93
BILL NO. SB 15

Amendments to Senate Bill No. 15
First Reading Copy

Requested by Senator Lynch
For the Senate Labor Committee

Prepared by Eddye McClure
January 18, 1993

1. Title, line 5.
Following: "IN"
Insert: "SCHOOL"

2. Page 1, line 15.
Following: "(2)"
Strike: "An"
Insert: "Except as provided in subsection (5), an"
Following: "~~may~~"
Strike: "must"
Insert: "may"

3. Page 2, line 6.
Following: line 5
Insert: "(5) An agreement to which a school is a party must contain a grievance procedure culminating in final and binding arbitration of unresolved and disputed interpretations of agreements."

BILL NO	REFERRED	HEARING	OTHER CONSIDERATION DATES	EXECUTIVE ACTION/DATE/VOTE	REREFERRED	DATE READ
HJ0001	FAGG, RUSSELL		RESOLUTION ASKING MT. SUPREME COURT TO AMEND OFFER OF JUDGMENT RULE			
	12/30	1/05		TABLED ON 01/06 VOTE: 9-8		
HJ0021	WHALEN, TIM		REQUEST U.S. ATTY. GENERAL TO STOP LETTING ABA MAKE JUDGE RECOMMENDATIONS			
	2/15	2/17		DO PASS 2/18 VOTE: 10-7		2/18
HJ0022	BROWN, DAVE		ADMINISTRATION OF MCDONALD HOUSE TRUST IN BUTTE; RESOLUTION FOR			
	2/16	2/17		DO PASS 2/18 VOTE: 18-0		2/18
HJ0028	SIMON, BRUCE		JOINT RESOLUTION CONDEMNING ACT OF VIOLENCE AND TERRORISM IN MONTANA			
	3/31	4/02		DO PASS 4/2 VOTE: 17-1		4/02
SB0001	LYNCH, J.D.		CODE COMMISSIONER BILL			
	1/09	1/14		CONCUR 1/15 VOTE: 18-0		1/19
SB0004	BURNETT, JIM		CONST. AMEND TO HAVE LEGISLATURE DETERMINE WHO MAY BE ADMITTED TO BAR			
	2/23	3/16		TABLED ON 03/25 VOTE: 16-2		
SB0005	BURNETT, JIM		CONSTITUTIONAL AMENDMENT TO ABOLISH YEARS OF PRACTICE REQUIREMENT FOR JUDGES			
	2/23	3/16		TABLED ON 03/25 VOTE: 17-1		
SB0009	TOWE, TOM		SPECIFY SMALL CLAIMS COURT JURISDICTION AND SERVICE OF PROCESS			
	2/23	3/12		TABLED ON 03/26 VOTE: 15-3		
SB0012	GAGE, DEL		REVISE TESTING OF SEX OFFENDERS FOR SEXUALLY TRANSMITTED DISEASES			
	1/18	1/22		CONCUR AS AMENDED 1/27 VOTE: 18-0		2/01
SB0014	SWIFT, BERNIE		ALLOW FIREARMS USE BY CHILD UNDER 14 IF ACCOMPANIED BY SPECIFIED INDIVIDUAL			
	1/11	1/15		CONCUR AS AMENDED 1/15 VOTE: 14-4		1/19
SB0015	BLAYLOCK, CHET		MANDATORY GRIEVANCE PROCEDURE IN SCHOOL COLLECTIVE BARGAINING AGREEMENTS			
	1/30	2/11		CONCUR AS AMENDED 3/11 VOTE: 13-5		3/15
SB0019	BLAYLOCK, CHET		REVISE EXEMPTIONS FROM WRONGFUL DISCHARGE ACT			
	1/18	1/27		TABLED ON 03/11 VOTE: 18-0		

MINUTES

MONTANA HOUSE OF REPRESENTATIVES
53rd LEGISLATURE - REGULAR SESSION

COMMITTEE ON JUDICIARY

Call to Order: By **CHAIRMAN RUSSELL FAGG**, on February 11, 1993, at 8:00 a.m.

ROLL CALL

Members Present:

Rep. Russ Fagg, Chairman (R)
Rep. Randy Vogel, Vice Chairman (R)
Rep. Dave Brown, Vice Chairman (D)
Rep. Ellen Bergman (R)
Rep. Jody Bird (D)
Rep. Vivian Brooke (D)
Rep. Bob Clark (R)
Rep. Duane Grimes (R)
Rep. Scott McCulloch (D)
Rep. Jim Rice (R)
Rep. Tim Sayles (R)
Rep. Liz Smith (R)
Rep. Bill Tash (R)
Rep. Howard Toole (D)
Rep. Tim Whalen (D)
Rep. Karyl Winslow (R)
Rep. Diana Wyatt (D)

Members Excused: Rep. Angela Russell

Members Absent: None

Staff Present: John MacMaster, Legislative Council
Beth Miksche, Committee Secretary

Please Note: These are summary minutes. Testimony and discussion are paraphrased and condensed.

Committee Business Summary:

Hearing:	SB 15, HB 502, HB 466, HB 429, HB 483, HB 468
Executive Action:	HB 468, HB 429, HB 483

HEARING ON SB 15

Opening Statement by Sponsor:

SEN. CHET BLAYLOCK, Senate District 43, Laurel, said that there has been an ongoing dispute between school boards and teachers.

SB 15 would give teachers a chance to honestly discuss disputes and disagreements with school boards through arbitration.

Proponents' Testimony:

Phil Campbell, Montana Education Association (MEA), stated this bill requires school districts with collective bargaining to have grievance procedures built into their bargaining contract. **Mr. Campbell** said that all first class districts have arbitration. This bill would build into the teachers' contract a resolution procedure called an arbitration contract to resolve breach of contract. Arbitration would save money, would be a matter of local control, and would keep problems out of the legal system.

Opponents' Testimony:

Don Waldron, Montana Rural Education Association, presented written testimony. **EXHIBIT 1**

Bruce Moerer, Montana School Boards Association (MSBA), stated that the MSBA believes this bill is in direct conflict with public policy which requires that conflicts which go through collective bargaining agreements be negotiated at the collective bargaining table. **Mr. Moerer** pointed out that bargaining representation is expensive. Numerous situations involving teacher relations have been appealed to the county superintendent level while the bargaining agreement simultaneously forced school district to defend themselves on exactly the same issue in two separate forums, escalating the costs tremendously. The union can use collective arbitration because it's free as opposed to a bargaining agreement; however, the employee would then file an appeal with the county superintendent, and the school would be facing the same issue in two different forums.

Questions From Committee Members and Responses:

REP. TIM WHALEN questioned **Mr. Moerer** why he believes that the actual process to resolve dispute should be part of the collective bargaining process as opposed to just terms and conditions of employment. **Mr. Moerer** replied that, traditionally, bargaining arbitration has always been negotiated at the table. He disagrees that this is the way the situation is now. Right now, collective bargaining agreements are available; unless the agreement says otherwise, a person must deal with the county superintendent, the state superintendent and have the report reviewed by the Supreme Court.

REP. JIM RICE expressed his concern that there are a lot of school districts and school board members who don't particularly agree; over the years, they have handled this issue at the table. Now the state has stepped into the middle of this and could ruin

years of negotiation and work. He asked **SEN. BLAYLOCK** what persuasive rationale would be used to convince the committee that this bill should pass. **SEN. BLAYLOCK** said that, in many cases, a teacher has not bargained with anyone by using the grievance procedure which is the final bargaining arbitration. So, when a dispute arises over the agreement before the school board and the teacher union, the only appeal they have now is to appeal to the person with whom they are disagreeing. **SEN. BLAYLOCK** affirmed disputes have to be settled at the table, but there are disputes that cannot be settled in the normal manner, and a better resolution is needed. Arbitration is a cheaper method to settle disputes, and it keeps them out of the courts.

REP. HOWARD TOOLE asked **Mr. Moerer** if teachers can use the Uniform Arbitration Act of 1991 to settle their disputes. **Mr. Moerer** declared that, to the best of his knowledge, teachers are not covered by the Uniform Arbitration Act. Teachers choose to preserve the neutrality, and he's never heard of the unions changing the teacher statutes that also provide for guidance from the county superintendents.

REP. ELLEN BERGMAN asked **SEN. BLAYLOCK** who is responsible for paying for an arbitrator, to which he responded that the teachers pay half and the school board pays half.

REP. LIZ SMITH asked **Mr. Campbell** if it would be safe to say that 90 percent of Montana school district have a bargaining agreement at this time. **Mr. Campbell** said first class district have arbitration now, but that may not equal 90 percent. **REP. SMITH** stated that if there is a bargaining agreement in those districts, then there is opportunity for incorporating binding arbitration in that agreement. **Mr. Campbell** said the larger districts have arbitration because they can go to the bargaining table with more equity because they are larger and better organized. The reality is that small districts in this state do not have the funds to bargain, and they do not have employees to go on strike to get what they want. They don't have a weapon in resolving school contracts.

REP. SMITH asked what the average cost is to go through the process of arbitration. **Mr. Campbell** said the average cost of arbitration is anywhere from $2,000 - $6,000, and that's generally split by the parties being the teacher(s) and the school district(s). The main point here is it is far more costly to use attorneys and the court system than arbitration would be.

REP. RICE said he does not think teachers should have to appeal to somebody with whom they have a dispute. He also doesn't think teachers should have to go to the bargaining table and give something away to get away from a biased decision. He asked **Mr. Campbell** why that possibility is in the law now. **Mr. Campbell** said the way the law is structured, if the teacher disagrees with the school board decision, the teacher would appeal to the county superintendent of schools who is a neutral party. When a

grievance procedure is put in a contract, it normally starts out with some guidelines, then it first goes to the principal, then to the superintendent, and last to the school board. When it goes to the school board, it's determined by contract. If a contract has bargaining arbitration, the teacher can go to either the county superintendent or an arbitrator. In some cases the union has agreed with contract language, "The school board has the final decision."

Closing by Sponsor:

SEN. BLAYLOCK closed by stating that SB 15 is a matter of fairness. He has been a teacher in class A, B, and C school districts. Teachers worked hard to get the first teachers negotiation act through, and the Montana School Board Association did not want to negotiate at all. **SEN. BLAYLOCK** believes this is a further step along the road of bringing these two groups together to get this issue resolved.

HEARING ON HB 502

Opening Statement by Sponsor:

REP. JOE BARNETT, House District 76, Belgrade, offered amendments and spoke to HB 502. He sponsored this bill at the request of the bail bond industry. The bond team provides a service to the state of Montana and to the local communities and gives an opportunity for those who are facing trial an opportunity to go back into the community. **REP. BARNETT** said he is concerned for the people providing the bonds because they get tied up in the appeal process, and it puts a burden upon them. **EXHIBIT 2**

Proponents' Testimony:

Jack Young, representing Valley Bail Bonds, Belgrade and other Montana Bail Bond persons, presented written testimony. **EXHIBIT 3**

Opponents' Testimony: None.

Questions From Committee Members and Responses:

REP. RANDY VOGEL asked **REP. BARNETT** to briefly summarize the problems that created this bill. **REP. BARNETT** believes there were two problems. One is that after a defendant is brought to trial and is convicted, he/she many times is released waiting for final conviction. That is the time at which the person is most apt to jump bail, and it puts bail bond people in jeopardy. The other problem is that the defendant has skipped out of court, and

EXHIBIT 7
DATE 2-11-93
SB 15

ARTICLE 9 - GRIEVANCE PROCEDURE

A. Definition: **A "grievance" is defined as an alleged violation of any of the express provisions of this Agreement.** Either an individual or the Organization may file a grievance. "Working days" is defined as Monday through Friday, excluding only school holidays and recesses during the school year.

B. Rights to Representation: An Organization representative is entitled to be present at any formal step of this grievance procedure. The Board is entitled to be represented by anyone designated by the Board.

C. Informal Process: Nothing contained herein shall prevent an employee from discussing a potential grievance with his/her supervisor and having the matter remedied in an informal procedure provided that the remedy is consistent with the terms of this Agreement.

D. Formal Procedure:

Step One: In order to be valid, a grievance must be presented within 15 working days of the event which gave rise to the grievance. If a member of the bargaining unit is unable to work out the problem with their immediate supervisor, the employee will reduce the grievance to writing. The written grievance shall be presented to the employee's immediate supervisor for his/her consideration. After the grievance is presented, the immediate supervisor shall have five working days to respond in writing to the grievant.

Step Two: If within five working days of the receipt of the immediate supervisor's response at step one, the grievant is not satisfied with the response, the grievant may petition the Superintendent in writing advising that the grievant is moving the grievance to step two. The Superintendent shall have five working days after the date of such notice to set up a meeting with the grievant to discuss the matter. The Superintendent shall have five working days from the date of such meeting to respond in writing to the grievant.

Step Three: If the grievant is not satisfied with the response of the Superintendent at step two, he/she shall have five working days from receipt of such written response to notify the Board in writing of a desire to move the grievance to step three. After such written notification is received by the Board, the Board shall establish a time within 30 days to hear the grievance. The response by the Board will be provided the grievant within ten days from the date of the hearing.

E. Arbitration: If within 10 working days after the receipt of the Board's decision at step three, the grievance response by the Board is not acceptable to the Organization, the matter may be referred by the Organization to final and binding arbitration in the following manner:

1. **Within ten working days of receipt of the Board's response at step three, the Organization will notify the Board of its intent to submit the grievance to arbitration.**

2. If such notice is given, the parties will submit a request to the Montana Board of Personnel Appeals for **a list of seven qualified arbitrators**, all of who will be members of the American Arbitration Association and/or the Federal Mediation and Conciliation Service.

3. By mutual agreement, a hearing may be avoided and the parties shall brief the matter to the arbitrator at his/her location. A briefing schedule shall be established in such cases by mutual agreement, or by the arbitrator if the parties cannot agree. When a hearing is held, the arbitrator selected will issue a written decision within 30 days from the close of the hearing. The arbitrator may issue an immediate decision, with his or her written decision to follow.

4. **The parties shall equally pay the expenses and charges of the arbitrator. The parties shall each pay their own costs for presenting their respective cases. The parties may be represented during the arbitration process by representatives of their choice.**

5. **The arbitrator shall have no authority to modify, add to, or subtract from the terms of this Agreement.** This arbitration provision is for grievance arbitration and there shall be no interest arbitration. If any question of arbitrability arises, such question shall be ruled upon by the arbitrator selected to hear the grievance.

F. **Form: All grievances must be submitted, answered and appealed on the Grievance Report Form, attached as Appendix D.**

G. **Time Limitations & Waiver: Grievances must be filed and advanced in accordance with the time limitations contained herein. If the time limitations are not complied with by the Grievant, the right to pursue the grievance further is immediately waived. If time limits are not complied with by the District, the grievance will be deemed automatically elevated to the next step. Time limitations may be waived or extended only by mutual written agreement by the parties.**

H. **Election of Remedies & Waiver: If any suit, complaint, or action is filed before any court, agency or any other tribunal, the same issue of which would constitute a grievance under the terms of this Agreement, the right to file a grievance or to pursue it further if such grievance is already pending in the grievance procedure, shall be immediately waived.**

I. **No Strike Clause: The Board and the Organization agree that all differences between them over this Agreement shall be resolved by the orderly procedures provided herein and, therefore, during the term of this Agreement the Board will not lock out employees and the Association will not engage in a strike, slow down, or other concerted action designed to reduce work normally performed by employees.**

HOUSE OF REPRESENTATIVES
VISITOR REGISTER

Judiciary COMMITTEE BILL NO. SB 15

DATE Feb. 11, 1993 SPONSOR(S) Blaylock

PLEASE PRINT PLEASE PRINT PLEASE PRINT

NAME AND ADDRESS	REPRESENTING	SUPPORT	OPPOSE
John Mayer	M.F.T	X	
Phil Campbell	MEA	X	
Don Waldron	MREA		✓
Bruce W. Moerer	MSBA		X

PLEASE LEAVE PREPARED TESTIMONY WITH SECRETARY. WITNESS STATEMENT FORMS ARE AVAILABLE IF YOU CARE TO SUBMIT WRITTEN TESTIMONY.

MINUTES

MONTANA HOUSE OF REPRESENTATIVES
53rd LEGISLATURE - REGULAR SESSION

COMMITTEE ON JUDICIARY

Call to Order: By **CHAIRMAN RUSSELL FAGG**, on March 11, 1993, at 9:00 a.m.

ROLL CALL

Members Present:

Rep. Russ Fagg, Chairman (R)
Rep. Randy Vogel, Vice Chairman (R)
Rep. Dave Brown, Vice Chairman (D)
Rep. Ellen Bergman (R)
Rep. Jody Bird (D)
Rep. Vivian Brooke (D)
Rep. Bob Clark (R)
Rep. Duane Grimes (R)
Rep. Scott McCulloch (D)
Rep. Jim Rice (R)
Rep. Angela Russell (D)
Rep. Tim Sayles (R)
Rep. Liz Smith (R)
Rep. Bill Tash (R)
Rep. Howard Toole (D)
Rep. Tim Whalen (D)
Rep. Karyl Winslow (R)
Rep. Diana Wyatt (D)

Members Excused: None

Members Absent: None

Staff Present: John MacMaster, Legislative Council
Beth Miksche, Committee Secretary

Please Note: These are summary minutes. Testimony and discussion are paraphrased and condensed.

Committee Business Summary:

Hearing: SB 229, SB 124, SB 238
Executive Action: SB 15, SB 19, SB 37

HEARING ON SB 229

Opening Statement by Sponsor:

SEN. BARRY STANG, Senate District 26, St. Regis, introduced SB 229 as an act defining and authorizing poker runs; exempting poker runs held by certain nonprofit organizations from certain regulations.

lost property in Missoula. There is a huge inventory of lost bicycles in Missoula, for example, and the success rate for returning the bicycles is very good. The city holds the bikes for 60 days; if they are not claimed, they are auctioned off.

Opponents' Testimony: None

Questions From Committee Members and Responses:

REP. TASH asked if these procedures apply to all lost properties. **SEN. VAN VALKENBURG** said it applies to any property for which someone cannot identify the owner.

Closing by Sponsor: None

HEARING ON SB 238

Opening Statement by Sponsor:

SEN. BRUCE CRIPPEN, Senate District 45, Billings, said that SB 238 would modify existing laws pertaining to warrant and bond requirements for obtaining possible stolen property from a pawnbroker or dealer. **SEN. CRIPPEN** referred to the new section of the bill which states that a peace officer shall give the pawnbroker or dealer a receipt for any property surrendered by the pawnbroker or dealer.

Proponents' Testimony:

Tom Harrison, Montana Sheriffs and Peace Officers Association (MSPOA), said that **MSPOA** supports SB 238.

REP. RANDY VOGEL, House District 86, Billings, stated that SB 238 will help recover stolen property from pawnshops.

Opponents' Testimony: None

Questions From Committee Members and Responses: None

Closing by Sponsor: None.

EXECUTIVE ACTION ON SB 15

Motion: **REP. WYATT MOVED SB 15 BE CONCURRED IN.**

Motion: **REP. RICE** moved an amendment regarding election of bargaining remedies. **EXHIBIT 1**

Discussion:

REP. RICE has come to the conclusion that people need a forum to have their disputes reasonably judged and resolved. For that reason, he offered two amendments. The first amendment basically includes two concepts: 1) The party has to elect a remedy, either binding arbitration or the judicial appeal, and that election is for all parties involved; and 2) there will be only one forum to resolve disputes.

REP. VOGEL distributed documentation that defines collective bargaining. **EXHIBIT 2**

Vote: **REP. RICE'S** amendment "providing for an election of remedies" carried unanimously.

Motion: **REP. RICE** offered an amendment to put an effective date on the bill. **EXHIBIT 3**

Discussion:

REP. RICE said one argument made by the school boards is that, over a period of years, a lot of districts have declined to negotiate binding arbitration; now the state is going to mandate this. One of the purposes of this amendment is to allow the school boards the opportunity to come to terms with the law and allow some bargaining to go on. **REP. RICE** would like negotiation to begin July 1, 1996. He asked Mr. MacMaster to incorporate that language into the bill.

Discussion:

REP. MCCULLOCH agreed that July 1st is a good date because that's when most contracts end, but he would rather change the date from 1996 to 1994. Waiting until 1996 will mean that another legislative session will pass, and he wouldn't like to see this law be changed again. Most districts have one-year contracts. There are some that have two, but that's rare. This gives any district a full year's time to set up and come to some agreement on the policies and procedures for arbitration.

REP. RICE said the reason for the amendment is to set up new contracts rather than revising the old contract.

Motion: **REP. MCCULLOCH** offered a substitute amendment to make the contract effective July 1st, 1994.

CHAIRMAN FAGG is concerned about **REP. MCCULLOCH'S** amendment. He stated we are taking away something that is negotiated on a local level. He explained that if the employees get collective bargaining or binding arbitration, then they generally give up

something. He is troubled by the fact that the legislature is stepping in and changing the effective date. However, with **REP. RICE'S** original amendment, this at least, gives them a few contract periods to negotiate a little bit of the terms. **CHAIRMAN FAGG** is also concerned because the committee has not put any terms on what the binding arbitration will consist of. At least if it is delayed, it will force the school districts and employees to look at this issue and negotiate some terms for those who don't have it. It still takes away negotiating, but not to such a degree.

Vote: **REP. MCCULLOCH'S** amendment to make the effective date July 1st, 1994 failed by a vote of 11-7 with **CHAIRMAN FAGG, REPS. VOGEL, BIRD, BERGMAN, CLARK, GRIMES, RICE, SAYLES, SMITH, TASH,** and **WINSLOW** voting no.

Motion: **REP. WHALEN** offered a substitute amendment to have the applicability date apply to the time when current school district contracts would be renewed on a yearly basis.

Discussion:

REP. RICE said 1996 is the next effective date for the legislature to toy with this piece of legislation, and he doesn't want that to happen. He can't see the Governor signing a bill and putting it into effect one session, and the next session signing a bill to take it off. The legislature is taking leverage away from school boards. They used to have the leverage to give them final binding arbitration. All these terms must be negotiated.

REP. WHALEN said that the most practical way to implement this is to let current contracts remain in force with the idea that, as new contracts are negotiated, they're under this law.

Vote: **REP. WHALEN'S** substitute amendment failed on a 10-8 vote with **CHAIRMAN FAGG, REPS. VOGEL, BIRD, BERGMAN, CLARK, GRIMES, RICE, SAYLES, TASH,** and **WINSLOW** voting no.

Vote: **REP. RICE'S** amendment to put an effective date on the bill carried with a vote of 13-5 with **REPS. BROWN, BROOKE, RUSSELL, WHALEN,** and **WYATT** voting no.

Motion/Vote: **REP. TOOLE** offered an amendment to make the remedy elected by the grieved party binding on the grieved party. Amendment carried unanimously.

REPS. SMITH and **TASH** spoke against the bill and the amendments. **REP. TASH** believes school districts themselves should make whatever adjustments needed. He said language should be added to the bill on page 2, line 7 that requires a school to have a grievance procedure. **REP. SMITH** agreed added further that she is concerned the legislature is working on teachers contracts, when the teachers should be working on their own contracts.

REP. CLARK personally feels this bill doesn't belong in the Judiciary Committee but commends **REP. RICE** for his improvements on the bill. He also said that school boards believe this is an attempt by the Montana Education Association to take away their role.

Motion: **REP. CLARK MOVED SB 15 BE TABLED.**

Discussion:

REP. TOOLE stated this is a good bill because arbitration is a reasonable, fast way to handle disputes. This bill offers an absolutely neutral way to settle a dispute by negotiation.

REP. WYATT opposes the table motion. It does not allow people to go to a judge, and she said the committee is comparing arbitration with unions. She said arbitration always puts teachers in a situation of negotiating for money, books, supplies, etc.

Vote: **SB 15 BE TABLED FAILED** by a vote of 6-12 with **CHAIRMAN FAGG, REPS. BROWN, BIRD, BROOKE, MCCULLOCH, RICE, RUSSELL, SMITH, TOOLE, WHALEN, WINSLOW,** and **WYATT** voting no.

Motion/Vote: **CHAIRMAN FAGG MOVED SB 15 BE CONCURRED IN AS AMENDED.** Motion carried 13-5 with **REPS. BERGMAN, CLARK, GRIMES, SAYLES,** and **TOOLE** voting no.

EXECUTIVE ACTION ON SB 19

Motion/Vote: **REP. VOGEL MOVED SB 19 BE TABLED.** Motion carried unanimously.

EXECUTIVE ACTION ON SB 37

Motion: **REP. WYATT MOVED SB 37 BE RECONSIDERED.**

Discussion:

REPS. WYATT and **WINSLOW** requested reconsideration of SB 37 as a result of the murder of the physician in a Florida abortion clinic. This piece of legislation, as currently written, would allow that person to go free. **REP. WYATT** admitted she is frightened by the action taken by the committee. She doesn't think this bill should have come down to a debate over abortion; once it did, however, **REP. WINSLOW** believes the law should apply to everyone equally. She also said the thing that was most horrifying to her was the statement from **Randall Terr, Head of Operation Rescue.** His comment was that the physician should not have been killed, but that it also needed to be recognized that this physician was a "mass murderer." So in essence, what **Mr. Terr** is saying is, it's okay to murder somebody if they,

HOUSE OF REPRESENTATIVES

Judiciary COMMITTEE

ROLL CALL DATE 3-11-93

NAME	PRESENT	ABSENT	EXCUSED
Rep. Russ Fagg, Chairman	✓		
Rep. Randy Vogel, Vice-Chair	✓		
Rep. Dave Brown, Vice-Chair	✓		
Rep. Jodi Bird	✓		
Rep. Ellen Bergman	✓		
Rep. Vivian Brooke	✓		
Rep. Bob Clark	✓		
Rep. Duane Grimes	✓		
Rep. Scott McCulloch	✓		
Rep. Jim Rice	✓		
Rep. Angela Russell	✓		
Rep. Tim Sayles	✓		
Rep. Liz Smith	✓		
Rep. Bill Tash	✓		
Rep. Howard Toole	✓		
Rep. Tim Whalen	✓		
Rep. Karyl Winslow	✓		
Rep. Diana Wyatt	✓		

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HOUSE STANDING COMMITTEE REPORT

March 12, 1993

Mr. Speaker: We, the committee on Judiciary report that Senate Bill 15 (third reading copy -- blue) be concurred in as amended .

Signed: _____
Russ Fagg, Chair

And, that such amendments read: Carried by: Rep. J. Rice

1. Title, line 6.
Following: "AGREEMENTS;"
Insert: "PROVIDING FOR AN ELECTION OF REMEDIES;"

2. Title, line 7.
Following: "AND"
Strike: "AN"
Following: "APPLICABILITY"
Strike: "DATE"
Insert: "DATES"

3. Page 2, line 10.
Following: "AGREEMENTS."
Insert: "The aggrieved party may have the grievance or disputed interpretation of the agreement resolved either by final and binding arbitration or by any other available legal method and forum, but not by both. The remedy elected by the aggrieved party is binding on the aggrieved party, that party's collective bargaining agent, and the employer and is the exclusive method of remedy for resolution of the grievance or disputed interpretation."

4. Page 2, line 14.
Following: "act]"
Insert: ", except that subsection (5) of 39-31-306 applies to agreements for school years that begin on or after July 1, 1996"

-END-

Committee Vote:
Yes 12, No 5.

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HOUSE OF REPRESENTATIVES

Judiciary COMMITTEE

ROLL CALL VOTE

DATE 3-11-93 BILL NO. SB 15 NUMBER 18

MOTION: SB 15 Be Tabled Failed 12-6

NAME	AYE	NO
Rep. Russ Fagg, Chairman		✓
Rep. Randy Vogel, Vice-Chair	✓	
Rep. Dave Brown, Vice-Chair		✓
Rep. Jodi Bird		✓
Rep. Ellen Bergman	✓	
Rep. Vivian Brooke		✓
Rep. Bob Clark	✓	
Rep. Duane Grimes	✓	
Rep. Scott McCulloch		✓
Rep. Jim Rice		✓
Rep. Angela Russell		✓
Rep. Tim Sayles	✓	
Rep. Liz Smith		✓
Rep. Bill Tash	✓	
Rep. Howard Toole		✓
Rep. Tim Whalen		✓
Rep. Karyl Winslow		✓
Rep. Diana Wyatt		✓
	6	12

HOUSE OF REPRESENTATIVES

Judiciary COMMITTEE

ROLL CALL VOTE

DATE 3-11-93 BILL NO. SB 15 NUMBER 18

MOTION: SB 15 Be Concurred as amended 13-5

NAME	AYE	NO
Rep. Russ Fagg, Chairman	✓	
Rep. Randy Vogel, Vice-Chair	✓	
Rep. Dave Brown, Vice-Chair	✓	
Rep. Jodi Bird	✓	
Rep. Ellen Bergman		✓
Rep. Vivian Brooke	✓	
Rep. Bob Clark		✓
Rep. Duane Grimes		✓
Rep. Scott McCulloch	✓	
Rep. Jim Rice	✓	
Rep. Angela Russell	✓	
Rep. Tim Sayles		✓
Rep. Liz Smith	✓	
Rep. Bill Tash		✓
Rep. Howard Toole	✓	
Rep. Tim Whalen	✓	
Rep. Karyl Winslow	✓	
Rep. Diana Wyatt	✓	
	13	5

HOUSE OF REPRESENTATIVES

Judiciary COMMITTEE

ROLL CALL VOTE

DATE 3-11-93 BILL NO. SB 15 NUMBER 18

MOTION: Rep. Toole's amendment carried unanimously

NAME	AYE	NO
Rep. Russ Fagg, Chairman	✓	
Rep. Randy Vogel, Vice-Chair	✓	
Rep. Dave Brown, Vice-Chair	✓	
Rep. Jodi Bird	✓	
Rep. Ellen Bergman	✓	
Rep. Vivian Brooke	✓	
Rep. Bob Clark	✓	
Rep. Duane Grimes	✓	
Rep. Scott McCulloch	✓	
Rep. Jim Rice	✓	
Rep. Angela Russell	✓	
Rep. Tim Sayles	✓	
Rep. Liz Smith	✓	
Rep. Bill Tash	✓	
Rep. Howard Toole	✓	
Rep. Tim Whalen	✓	
Rep. Karyl Winslow	✓	
Rep. Diana Wyatt	✓	

HOUSE OF REPRESENTATIVES

Judiciary COMMITTEE

ROLL CALL VOTE

DATE 3-4-93 BILL NO. SB 15 NUMBER 18

MOTION: Rep. McCulloch's Amendment #2 Failed 11-7

NAME	AYE	NO
Rep. Russ Fagg, Chairman		✓
Rep. Randy Vogel, Vice-Chair		✓
Rep. Dave Brown, Vice-Chair	✓	
Rep. Jodi Bird		✓
Rep. Ellen Bergman		✓
Rep. Vivian Brooke	✓	
Rep. Bob Clark		✓
Rep. Duane Grimes		✓
Rep. Scott McCulloch	✓	
Rep. Jim Rice		✓
Rep. Angela Russell	✓	
Rep. Tim Sayles		✓
Rep. Liz Smith		✓
Rep. Bill Tash		✓
Rep. Howard Toole	✓	
Rep. Tim Whalen	✓	
Rep. Karyl Winslow		✓
Rep. Diana Wyatt	✓	
	7	11

HOUSE OF REPRESENTATIVES

Judiciary COMMITTEE

ROLL CALL VOTE

DATE 3-4-93 BILL NO. SB 15 NUMBER 18

MOTION: Rep Rice's Amendment #2 carried 13-5

NAME	AYE	NO
Rep. Russ Fagg, Chairman	✓	
Rep. Randy Vogel, Vice-Chair	✓	
Rep. Dave Brown, Vice-Chair		✓
Rep. Jodi Bird	✓	
Rep. Ellen Bergman	✓	
Rep. Vivian Brooke		✓
Rep. Bob Clark	✓	
Rep. Duane Grimes	✓	
Rep. Scott McCulloch	✓	
Rep. Jim Rice	✓	
Rep. Angela Russell		✓
Rep. Tim Sayles	✓	
Rep. Liz Smith	✓	
Rep. Bill Tash	✓	
Rep. Howard Toole	✓	
Rep. Tim Whalen		✓
Rep. Karyl Winslow	✓	
Rep. Diana Wyatt		✓
	13	5

HOUSE OF REPRESENTATIVES

Judiciary COMMITTEE

ROLL CALL VOTE

DATE 3-11-93 BILL NO. SB15 NUMBER 18

MOTION: Rep. Rice's Amendment #1 carried unanimously

NAME	AYE	NO
Rep. Russ Fagg, Chairman	✓	
Rep. Randy Vogel, Vice-Chair	✓	
Rep. Dave Brown, Vice-Chair	✓	
Rep. Jodi Bird	✓	
Rep. Ellen Bergman	✓	
Rep. Vivian Brooke	✓	
Rep. Bob Clark	✓	
Rep. Duane Grimes	✓	
Rep. Scott McCulloch	✓	
Rep. Jim Rice	✓	
Rep. Angela Russell	✓	
Rep. Tim Sayles	✓	
Rep. Liz Smith	✓	
Rep. Bill Tash	✓	
Rep. Howard Toole	✓	
Rep. Tim Whalen	✓	
Rep. Karyl Winslow	✓	
Rep. Diana Wyatt	✓	

EXHIBIT 1
DATE 3-11-93
SB 15

Amendments to Senate Bill No. 15
Third Reading Copy

Requested by Rep. Rice
For the Committee on the Judiciary

Prepared by John MacMaster
February 10, 1993

1. Title, line 6.
Following: "AGREEMENTS;"
Insert: "PROVIDING FOR AN ELECTION OF REMEDIES;"

2. Page 2, line 10.
Following: "AGREEMENTS."
Insert: "The aggrieved party may have the grievance or disputed interpretation of the agreement resolved either by final and binding arbitration or by any other available legal method and forum, but not by both. The elected method of remedy is binding on the aggrieved party, that party's collective bargaining agent, and the employer and is the exclusive method of remedy for resolution of the grievance or disputed interpretation."

EXHIBIT 2
DATE 3-11-93
SB 15

1. Every Collective Bargaining Agreement between a Public Employer and an Exclusive Representative shall contain the following grievance procedure.

A. A grievance shall be defined as a written and signed complaint by a public employee alleging a violation of one or more provisions of the existing Collective Bargaining Agreement for his/her bargaining unit. To be valid a grievance must be filed with the Public Employer or its authorized representative during the term of a Collective Bargaining Agreement; it must be filed within fifteen calendar days of the alleged violation; it must specifically state the provision(s) of the existing Collective Bargaining Agreement which are alleged to have been violated; and it must specify the remedy requested.

B. Once the grievance has been filed the grievant's immediate supervisor shall have fifteen calendar days to respond in writing to the employee's grievance.

C. Should the grievant not be satisfied with the immediate supervisor's written response, the grievant may, within fifteen days refer submit the written grievance and the supervisor's response to the Public Employers chief executive officer or authorized designee.

D. The Public Employer's chief executive officer/designee shall have fifteen calendar days to respond in writing to the grievance.

E. Should the grievant not be satisfied with the executive officer/designee's written response, the grievant may, within fifteen days refer submit the written grievance and the written responses to the Public Employer's Board of Trustees/Directors/ Commissioners, etc. who shall conduct a hearing to consider the merits of the grievance within forty-five calendar days. Following the hearing the Board of Trustees/Commissioners/Directors, etc. shall respond to the grievance in writing within fifteen calendar days.

F. Should the Exclusive Representative be dissatisfied with the written response of the Board of Trustees/Directors/Commissioners/Regents, etc the Exclusive Representative may, within fifteen calendar days, submit the grievance to the Board of Personnel Appeals who shall assign a Mediator to the dispute. The Mediator shall consult with the parties in an attempt to bring about resolution to the grievance. The Mediator shall not produce any records or testimony nor make any statement with regard to any Mediation conducted by him in any forum or proceeding before any court, board, investigatory body, arbitrator, or factfinder. Nor shall the Mediator publicly make or propose any resolution to the grievance.

G. If the Mediator determines that the grievance is not likely to be resolved the Board of Personnel Appeals shall

provide the parties with a list of five qualified impartial Arbitrators. Should either party be dissatisfied with the list provided, a second list shall be requested. The Board of Personnel Appeals shall not be required to furnish more than three lists for any particular grievance. The Arbitrator shall be selected from the list provided as follows:

1. The Exclusive representative shall strike one name;
2. The public Employer shall strike one name;
3. The Exclusive Representative shall strike a second name;
4. The Public Employer shall strike a second name;
5. The parties shall notify the Board of Personnel Appeals of the remaining name who shall be appointed Arbitrator to hear the grievance.

H. The appointed Arbitrator shall confer with the parties and set a time, date and place for the hearing which shall be conducted in accordance with the Uniform Arbitration Act and the American Arbitration Association Labor Arbitration Rules. At the conclusion of the hearing the parties shall have thirty calendar days to submit post hearing briefs and another twenty calendar days to submit reply briefs.

I. The Arbitrator shall have no authority to add to, subtract from or otherwise amend the parties collective bargaining agreement. The Arbitrator shall have authority only to consider a grievance which arose during the term of a Collective Bargaining Agreement between the Public Employer and the Exclusive Representative. The Arbitrator shall not consider any argument or evidence that the grievant or Exclusive Representative did not submit at the hearing before the Board of Trustees/regents/commissioners.

J. Within sixty days following the submission of the reply briefs the Arbitrator shall render a decision based specifically and solely upon the specific provisions of the parties' existing and current Collective Bargaining agreement. The Arbitrators award shall be enforced pursuant to the Uniform Arbitration Act.

K. The Arbitrators fee, expenses and other costs related to the arbitration of any grievance shall be shared equally by the parties and the Board of Personnel Appeals.

L. Once a matter has been submitted to the foregoing grievance procedure the aggrieved employee(s) and the Exclusive Representative waive any right to pursue any action or complaint involving the same facts or circumstances before any county, state or federal agency, tribunal, court or other forum in which relieve may be sought or granted. Once the grievant or the exclusive representative files any complaint, appeal or other action with any county, state or federal agency, court, tribunal or other forum in which relieve may be granted all rights to file or pursue a grievance under this section shall be forever waived.

EXHIBIT 3
DATE 3-11-93
SB 15

Amendments to Senate Bill No. 15
Third Reading Copy

Requested by Rep. Rice
For the Committee on the Judiciary

Prepared by John MacMaster
March 9, 1993

1. Title, line 7.
Following: "AND"
Strike: "AN"
Following: "APPLICABILITY"
Strike: "DATE"
Insert: "DATES"

2. Page 2, line 14.
Following: "act]"
Insert: ", except that subsection (5) of 39-31-306 applies to executed agreements for school years after the school year that ~~begins in the fall of 1996~~"
beginning July 1, 1996 (McCulloch)

Free Conference Committee
on Senate Bill No. 15
Report No. 1, April 16, 1993

Mr. President and Mr. Speaker:

We, your Free Conference Committee on Senate Bill No. 15, met and considered:

We recommend that Senate Bill No. 15 (reference copy - salmon) be amended as follows:

1. Page 2, line 18.
Strike: line 19 through "GRANTED." on line 24
Insert: "The aggrieved party may have the grievance or disputed interpretation of the agreement resolved either by final and binding arbitration or by any other available legal method and forum, but not by both. After a grievance has been submitted to arbitration, the grievant and the exclusive representative waive any right to pursue against the school an action or complaint that seeks the same remedy."

2. Page 2, line 25.
Strike: ", APPEAL,"

3. Page 3, lines 1 through 3.
Strike: "WITH" on line 1 through "SECTION" on line 3
Insert: "against the school, arbitration seeking the same remedy may not be filed or pursued under this section"

And that this Free Conference Committee report be adopted.

For the Senate:

Sen. Blaylock, Chair

Sen. Brown

Sen. Doherty

Amd. Coord.

Sec. of Senate

ADOPT

REJECT

For the House:

Rep. Rice, Chair

Rep. Nelson

Rep. Vogel

841028CC.Sma

MINUTES

MONTANA SENATE
53rd LEGISLATURE - REGULAR SESSION

FREE CONFERENCE COMMITTEE ON SENATE BILL 15

Call to Order: By Senator Chet Blaylock, Chair, on April 14, 1993, at 12:00 noon.

ROLL CALL

Members Present:

Sen. Chet Blaylock (D), Chairman
Sen. Bob Brown (R)
Rep. Jim Rice (R)
Rep. Randy Vogel (R)
Rep. Linda Nelson (D)

Members Excused:

Sen. Steve Doherty (D)

Members Absent:

None.

Staff Present:

Laura Turman, Committee Secretary
John MacMaster, Legislative Council

Discussion:

Rep. Rice said there was concern that the language in SB 15 was not fair regarding the election of remedies.

Sen. Blaylock said the language (regarding binding arbitration) was clear that "it could not go two ways."

Rep. Rice said he had written the last part, and he thought it was good.

Rep. Nelson asked Sen. Blaylock what language was being discussed. Sen. Blaylock said they were talking about the stricken language which he thought it was good language.

Rep. Rice asked Bruce Moerer what his objections to that language were. Bruce Moerer, Montana School Board Association, said the election was limited to the term "grievance or disputed interpretation of the agreement". He said their concern includes terminations, or progressive discipline parts of a contract. After a party files a grievance, it goes to arbitration.

Sen. Blaylock asked Mr. Moerer if the disputed contract would

immediately go to arbitration. Mr. Moerer said that was an assumption. Under this language, an individual could still file an appeal with the county superintendent based on lack of cause for termination under statutory provisions. His concern is that claims could be changed, and there could be several claims made for one set of circumstances. For example, a claim could be made to the Human Rights Commission that the termination was made on the basis of discrimination. Mr. Moerer said this has always been a problem with the election of remedies, how to truly include everything into the grievance.

Rep. Rice said the law regarding grievances includes jurisdictional statute which states that an individual may go to the county superintendent or directly to the district court. That whole body of the law has nothing to do with human rights claims, which would be a different forum outside of school law.

Mr. Moerer said the jurisdiction issue that arose involved a few limited cases in which individuals had given up the right to appeal past the school board. They have always had the same concern about the election of remedies and going to the Human Rights Commission or personal appeals. Mr. Moerer said they did not want add another grievance after binding arbitration.

Phil Campbell, Montana Education Association, said the language concerning unresolved interpretations was used because it is consistent throughout the bill. MEA does not have a problem with elected remedies over the same issue. They agree not to go to court or to the Human Rights Commission over the same issue. Mr. Campbell said the stricken language was pretty clear. The language added in the Vogel Amendment goes too far because all rights are waived. Mr. Campbell said this may not have been the intention, but that is what is in the language. They are trying to stay out of court by choosing one forum. Mr. Campbell said the amendment agreed to by the Committee was pretty clear.

Sen. Blaylock said he would like to try this language: "After a grievance has been submitted to arbitration, the grievant and the exclusive representative waive any right to pursue any action or complaint involving the same facts or circumstances before any local, state, tribunal court or other forum under which relief may be sought or granted. If a grievant or the exclusive representative files a complaint, appeal or other action with a local state, federal agency or tribunal forum involving the same facts or circumstances, arbitration may not be filed or pursued under this section."

Mr. Campbell said the only way the grievant could change would be after submission to arbitration.

Rep. Vogel said that was correct. Individuals would go through the process up through arbitration, and after the grievance has been submitted to arbitration, the language does not allow that individual to go to court over it. Rep. Vogel said he did not

think they could limit an individual's right to go to the Human Rights Commission or to federal agencies. He said if the remedy was not settled after arbitration, there is still the opportunity to go to the Human Rights Commission.

Bruce Moerer said his interpretation of that language was that an individual could go to a federal agency but not a state agency. Rep. Vogel said that was what he meant.

Rep. Rice said there were two defects with Rep. Vogel's amendment. The first is on Line 19, after the grievance has been filed, the election must be made at the time of the submission of the grievance which is much too early in the process. He said the school board should be involved, and then if arbitration is filed for, that is when the election should kick in. He said the second defect is that the language regarding the election is far too broad. Rep. Rice suggested adding "against the school", which would not take away an individual's right to pursue some other action.

Mr. Moerer suggested "against the employer". Rep. Rice said he was going to leave it with "against the school".

Mr. Campbell asked if that were the chosen route, the Committee may want to include specifically mentioning unemployment or worker's compensation claims.

Mr. Moerer said that was not a claim against the employer, it was a claim against the Department. He said those kinds of claims would be taken out of the picture if it is specified it has to be against the employer.

Rep. Rice said unemployment or worker's compensation claims would be against the employer. Mr. Moerer said those were claims against the Department. Mr. Moerer said an exception could be made for unemployment or worker's compensation to clarify the language.

Rep. Vogel said an exception might have to be made.

Rep. Rice said he had worries about specifically mentioning worker's compensation or unemployment because there might be another kind of claim that would fall under the same thing.

Sen. Blaylock said if other exceptions were not listed, then those claims would be excluded.

Sen. Brown said if the Conference Committee members could not think of another kind of claim, it was probably "pretty rare". He added that the bill could be amended in later sessions.

Rep. Rice said his feeling was that if a court looks at this in the future, they will see arbitration as the method of resolving grievances. They probably are not going to stretch it to include

unrelated claims.

Mr. Campbell said if that came up, and the legislative history was examined, the courts would look at the amendment which was added in Committee regarding limitation to the interpretation of the contract. This was stricken, and something else was added, the argument could be made that the language was intended to go beyond the contract. Mr. Campbell said that was his concern, and said the language added in Committee dealt with the issue clearly. Going back to the original amendment would solve that problem.

Rep. Rice said the "words on the page" were going to be taken as the most important factor.

Sen. Blaylock asked Bruce Moerer to go over his objections to the amendment once again.

Mr. Moerer said his concern was that a claim could be structured so that there were a number of similar claims arising out of the same set of facts and circumstances. For example, a grievance could be filed over a termination that may have violated a particular segment of a contract. He said it could also be appealed to the county superintendent for another reason, and there could be another claim that there violation of human rights laws. Here, each count can be filed in separate forums, and Mr. Moerer said the original language does not provide needed exclusivity.

Sen. Blaylock said there may be a "disputed interpretation of the agreement". The argument is over an interpretation of a contract, and when an individual elects to go for final and binding arbitration, he cannot go anywhere else.

Rep. Vogel said if the wording was changed regarding the dispute, a different dispute could be claimed out of the same circumstances. Then that individual could go to a court.

Rep. Nelson said Mr. Moerer means the language "leaves a door open" for that option.

Sen. Brown asked how language to cover that would be written.

Sen. Blaylock said any option, especially binding arbitration, costs both sides money. Sen. Blaylock said it seemed to him, as human beings are, no union would encourage its members to keep trying because every try costs money.

Rep. Vogel said there comes a time when a union has an obligation to an employee.

Sen. Blaylock said he agreed that the union had an obligation, but added it would not go beyond the first time.

Rep. Nelson asked Sen. Blaylock how he felt about leaving out the stricken language and going with the new proposed language.

Sen. Blaylock said that the way the language is written, the grievant immediately gives up any right to go any further after the grievance has been filed.

Rep. Nelson said she was referring to the changed language.

Sen. Blaylock said he wanted to involve both sides. He said he wanted to be fair, so that individuals could choose one or the other, but not both.

Rep. Vogel said any rights that the grievant might have should not be excluded.

Rep. Rice said the flaw in the Vogel Amendment, on Line 20, is that it is too strong. He said it was an "absolute blanket prohibition against ever going anywhere at anytime". It is such a strong prohibition, many exceptions must be made to fix it.

Rep. Vogel said Rep. Rice's amendment offered in Committee went too far the other way, because it does not do what they are attempting to do.

Rep. Nelson said it was fair that filing for arbitration was final.

Rep. Rice said the problem to be solved was the grievance.

Rep. Vogel said that once an individual files for binding arbitration, they waive their right to any other remedy in regard to the grievance.

Rep. Rice said the good thing with the amendment which he wrote was that it flowed from the first sentence. Rep. Rice read the amendment, starting on Line 8 of the bill. He said the purpose of the bill was to require a remedy for a certain grievance.

Sen. Brown said that seemed clear to him.

Rep. Vogel said the problem was that the circumstances or the intent can be changed. Sen. Brown said there was a phrase "involving the same facts or circumstances" which would help.

Rep. Vogel said that language helped "tremendously".

Sen. Brown said maybe that language could help clarify the deleted language in Subsection Paragraph 5.

Sen. Blaylock asked what would happen if that language were added after "by the aggrieved party" on Line 15. Rep. Rice said it made it "looser".

Mr. Moerer said this brings the discussion back to the original problem. He said it concerned not only the same facts or circumstances, but other claims that come from the same facts or circumstances. A four count complaint could arise from the same facts and those complaints could go to different forums.

Rep. Rice asked Mr. Moerer if these other things were not considered to be grievances. Mr. Moerer said they were not grievances because they did not involve a disputed interpretation of the contract.

Mr. Campbell said this option went beyond the scope of the bill by shutting off other avenues of relief. Mr. Campbell gave an example of a transfer on the basis of seniority. The remedy under that grievance procedure is the transfer. He said the grievant must elect go one way or the other, but the complaint cannot go both ways. Mr. Campbell suggested the language, "by any other legal method or forum involving the same facts or circumstances".

Rep. Rice said he did not feel tying it to the facts and circumstances was a good idea, but tying it to the remedy seemed fair. He said the goal is to stop litigation in two places at one time. Remedies could not be sought in different places at the same time.

Mr. Moerer said he had concerns about the Human Rights Commission awarding damages which are "extraordinary". He gave an example of racial discrimination against a student. In this case, the remedy went beyond what the Human Rights Commission was expected to do.

Eric Feaver said that example was "non-sequitur" because the student does not have a contractual agreement with the employer. The remedy approach might be exactly the way to go. Mr. Feaver said he had concerns that the assumption was that the unions would "go bezerk" or be "irresponsible". He said it is not in the union's interest to be at two forums at the same time. The union is the one who faces the liability, not the employer, for failing to represent their members. Mr. Feaver said it was strange to put into statue what already exists. He said that amending in exceptions, such as worker's compensation, is inappropriate because it would be better to have a bill which provides a good base which can later be added to. He added, the remedy approach is a good one.

Rep. Rice said it is the remedy which they are trying to limit. They do not want individual pursuing the same remedy in two different places. If an individual elects to arbitrate, the remedy cannot be sought anywhere else.

Rep. Nelson said when a grievance involves binding arbitration, it is done.

Mr. Moerer said it was not only remedies that should be considered. He said if there were two remedies arising out of the same facts and circumstances, both remedies should not be limited. Mr. Moerer gave an example of reinstatement of back pay. They want to avoid limiting the opportunity of an individual to seek additional damages, from the Human Rights Commission, for example.

Mr. Feaver said he could not emphasize enough how much the MEA does not want to be at the Human Rights Commission for anything. He said the practical facts are, MEA never goes to the Commission.

Sen. Blaylock said if the remedy goes to the Commission, "that's it".

Rep. Rice suggested adding, on Page 2, Line 11, "The aggrieved party may have the grievance or disputed interpretation of the agreement result in either by final and binding arbitration or by any other legal method and forum but not by both. After a grievance has been submitted to arbitration, the grievant and the exclusive representative waive any right to pursue any action or complaint against the school which seeks the same remedy." He said that way the triggering mechanism is in the statute about when this election is made, that is when it is submitted to arbitration. It makes binding arbitration exclusive any time the same remedy is sought.

Sen. Blaylock said the language was good.

Mr. Moerer said he wanted to add language so it would work both ways.

Rep. Rice said it would then read, "If a grievant or the exclusive representative files a complaint or other action against the school seeking the same remedy, arbitration may not be filed or pursued under this section."

Rep. Rice then read the entire part, beginning with Line 8.

Mr. Feaver asked Rep. Rice what happened to his amendment. Rep. Rice said it had been taken out.

Mr. Feaver read the agreed upon language.

John MacMaster, Legislative Council, said there were some grammatical problems, and suggested the phrase "cannot seek arbitration for the same remedy" be added to the last sentence.

Rep. Rice said this was a better approach than excluding worker's compensation.

Motion/Vote:

Rep. Rice moved that language. The motion carried UNANIMOUSLY.

ADJOURNMENT

Adjournment: Sen. Blaylock adjourned the meeting at 1:10 p.m.

Chet Blaylock
SENATOR CHET BLAYLOCK, Chair

Laura Turman
LAURA TURMAN, Secretary

CB/LT

ROLL CALL

(FREE) CONFERENCE COMMITTEE

ON HOUSE / (SENATE) BILL # 15

DATE _____

NAME	PRESENT	ABSENT	EXCUSED
Sen. Blaylock	✓		
Sen. Doherty			✓
Sen. Brown	✓		
Rep. J. Rice	✓		
Rep. Vogel	✓		
Rep. Nelson	✓		